ASSIGNMENT AND ASSUMPTION OF JOINT VENTURE AGREEMENT AND ANY AND ALL INTERESTS IN WHOLE EARTH LECTRONIC LINK

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of March 2, 1989, by and between NETWORK TECHNOLOGIES INTERNATIONAL, INC., a Michigan corporation located at 315 West Huron, Ann Arbor, Michigan 48103 ("NETI") and POINT, a California non-profit corporation, or nominee, with an address at 27 Gate Five Road, Sausalito, California 94965 ("Point").

WHEREAS, NETI has entered into a certain joint venture agreement (the "Joint Venture Agreement" which sometimes used the name Whole Earth Access Link, Whole Earth Lectronic Link, or The WELL) with Point , a nonprofit California corporation with an office located a 27 Gate Five Road, Sausalito, California 94965, effective January 29, 1985; and

WHEREAS, Joint Venture Agreement is either in full force and effect or that Joint Venture was incorporated and continues under the name Whole Earth Lectronic Link, a California corporation ("The WELL"), with shares authorized to be issued or previously issued equally to Point and NETI; and

WHEREAS, Point wishes to purchase all of NETI's interest in the Joint Venture Agreement, Whole Earth Access Link, Whole Earth Lectronic Link, and the WELL and NETI wishes to sell all such interests; and

NOW, THEREFORE, the parties agree as follows:

1. Purchase Price. Point agrees to pay NETI the sum of Thirty Five Thousand Dollars ($35,000) as the purchase price for all of NETI's interest in the Joint Venture Agreement, Whole Earth Access Link, Whole Earth Lectronic Link, and the WELL, payable as follows:

A. On or before five days from the acceptance of this offer, Point shall make a cash payment in the amount of Five Thousand Dollars ($5,000) to NETI as its earnest money deposit which shall apply toward the purchase price of the all of NETI's interest in the Joint Venture Agreement, Whole Earth Access Link, Whole Earth Lectronic Link, and the WELL. The Five Thousand Dollars ($5,000) deposit shall be non-refundable.

B. At the close of escrow Point shall make an additional cash deposit into escrow for the account of NETI in the the amount of Thirty Thousand Dollars ($30,000), the balance of the purchase price.

2. Assignment. NETI, in consideration of the sum of Thirty Five Thousand Dollars ($35,000), the sufficiency of which is hereby acknowledged, hereby assigns, sells and transfers to Point all of its right, title and interest in and to the Joint Venture Agreement, Whole Earth Access Link, Whole Earth Lectronic Link, and the WELL.

3. Closing. Closing shall occur through the Law Office of Elliot Fabric, 79 South Knoll Road, Mill Valley, California 94941; telephone: (415) 388-4880. Closing shall occur on or before twenty days from the date of acceptance of this offer. In the event this transaction does not close on or before such date, this Agreement shall immediately terminate and the parties shall be released from all obligations hereunder.

4. Title/Closing Costs. NETI shall warrant to and indemnify Point that their title to the assets transferred under this agreement are free of any encumbrances, tenancies, uses, claims, liens, and assessments. NETI will pay all transfer taxes and transfer fees. All other closing and escrow costs will be split equally by Point and NETI. Point shall take all of NETI's right, title and interest in and to the Joint Venture Agreement, Whole Earth Access Link, Whole Earth Lectronic Link, and the WELL subject to any lease obligations on its current computer or office space. NETI agrees not to further encumber the Property

and to take all steps necessary to perfect its title in the transferred assets prior to the close of escrow.

3. Expiration of Agreement. This Agreement shall expire automatically if it is not executed by NETI and delivered to Point, 27 gate Five Road, Sausalito, California 94965; telephone: (415) 332-1716 on or before March 10, 1989 at 5:00 P.M. Pacific Standard Time.

4. Assumption. Point hereby assumes and agrees to perform all of NETI's obligations and responsibilities set forth in the Joint Venture Agreement from and after the date of this Agreement.

5. Representations and Warranties. Other than as disclosed hereby:

A. NETI represents and warrants to Point that to its knowledge, there is no pending, threatened or contemplated claim or similar proceeding, or any other law suit affecting the NETI's interest in the Joint Venture Agreement, Whole Earth Access Link, Whole Earth Lectronic Link, and the WELL or any portion thereof.

B. NETI represents and warrants to Point that to its knowledge, there exists no uncured notices which have been served by any governmental authority of violations of law, rules or regulations which would adversely affect operation, development, sales, or use of NETI's interest in the Joint Venture Agreement, Whole Earth Access Link, Whole Earth Lectronic Link, and the WELL.

C. Each party warrants and represents that (1) it is a corporation in good standing with the jurisdiction under which it is incorporated; (2) it has corporate authority to enter into this agreement; (3) its execution of this agreement does not violate any agreement or restriction to which it is a party or by which it is bound.

6. Notices. Any notice required hereunder shall be sent postage prepaid by first class mail to the following addresses:

If to Point: Point, 27 gate Five Road, Sausalito, California 94965.

If to NETI: Network Technologies International, Inc., 315 West Huron, Ann Arbor, Michigan 48103.

7. Miscellaneous. This Agreement shall be governed by the laws of the State of California. In the event that either party has to resort to legal action of any sort to enforce any of the terms of this Agreement, the prevailing part shall be entitled to reasonable attorneys' fees and all costs expended. This Agreement contains the complete agreement of the parties hereto with respect to the purchase of NETI's interest in the Joint Venture Agreement, Whole Earth Access Link, Whole Earth Lectronic Link, and the WELL and may be amended only by written agreement of the parties.

8. Survival. The terms, conditions and covenants to be performed and kept by each party hereto shall survive close of escrow. The benefits and burdens of the Agreement and all of its parts shall inure to the benefit (and bind) each of the parties hereto, their successors and assigns.

9. Default by Point. SHOULD POINT DEFAULT IN PERFORMANCE OF THIS CONTRACT, BOTH POINT AND NETI AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES SUFFERED BY NETI BECAUSE OF SUCH DEFAULT. THAT UNDER THE CIRCUMSTANCES EXISTING AT THE TIME THE TRANSFER FROM POINT TO NETI OF THE FIVE THOUSAND DOLLAR DEPOSIT CONSTITUTES A REASONABLE ESTIMATE OF SUCH DAMAGES, THAT NETI MAY RETAIN SUCH ITEM(S) SUCH ITEMS AS LIQUIDATED DAMAGES IN THE EVENT OF ANY SUCH DEFAULT, AND THAT NETI SHALL HAVE NO OTHER LEGAL OR EQUITABLE RIGHT OR CAUSE OF ACTION AGAINST POINT FOR DAMAGES SUFFERED BY NETI BECAUSE OF A BREACH OF THIS CONTRACT BY POINT.

_____	KTC
Initials on behalf of NETI	Initials on behalf of Point

10. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be taken together and deemed to be one instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be executed by their duly authorized representatives as of the date first above written.

THE POINT FOUNDATION

By Kevin Kelly
KEVIN KELLY
Chief Executive Officer

NETWORK TECHNOLOGIES INTERNATIONAL, INC.

By_____

Title:_____